## UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA Harrisburg Division

In re:

: Bankr. Case No.: 1:10-03694-MDF

JARED A. RUMER, and

ELIZABETH A. RUMER, : Chapter 7

:

Debtor.

JARED A. RUMER, and : Adv. Proc. No.: 11-0232

ELIZABETH A. RUMER, :

.

Plaintiff,

.

v. :

AES, ACS, PHEAA, J.P. MORGAN

CHASE, N.A., CITIBANK, N.A.,

TRUSTEE FOR STUDENT LOAN CORP., :

KEYBANK, CALIFORNIA STUDENT : AID COMMISSION, NCT, SALLIE MAE, :

DEPT. OF EDUCATION, and PNC BANK,:

:

Defendants. :

## STIPULATION TO DISCHARGE EDUCATIONAL LOAN DEBT BETWEEN PLAINTIFFS AND SALLIE MAE, INC.

Plaintiffs, Jared A. Rumer and Elizabeth A. Rumer ("Plaintiffs"), and Sallie Mae, Inc. ("Sallie Mae"), hereby stipulate as follows:

1. On April 30, 2010, Plaintiffs filed a voluntary petition for relief under Chapter 7 of the United States Bankruptcy Code, and a discharge of eligible debts was entered on December 20, 2010.

- 2. On April 12, 2010, Plaintiffs filed a Complaint, naming, *inter alia*, Sallie Mae as a Defendant, seeking a discharge of educational loan debt pursuant 11 U.S.C. § 523(a)(8).
- 3. Plaintiff, Jared A. Rumer ("Jared Rumer"), is indebted to Sallie Mae pursuant to the applicable terms of one (1) educational loan Promissory Note ("Promissory Note"), disbursed on February 21, 2007.
- 4. As of April 19, 2011, there was a balance due and owing under the Promissory Note, including principal, interest and fees, in the amount of \$885.50.
- 5. The parties agree to a discharge of Jared Rumer's debt due Sallie Mae, arising from the Promissory Note referenced herein above, included within the general discharge entered in the Plaintiffs' main bankruptcy case on December 20, 2010; upon approval of this Stipulation by the court, Jared Rumer will owe no further obligation to Sallie Mae on the debt referenced herein.
- 6. This Stipulation may be executed in counterparts, by facsimile and/or by electronic mail, each of which shall constitute an original, but all of which together shall constitute one and the same Stipulation between the parties.
- 7. The parties agree to a dismissal of Sallie Mae as a Defendant in this adversary proceeding, subject to the terms of this Stipulation, upon approval of this Stipulation by the court.

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WHEREFORE, the parties pray this Honorable court for an Order approving this Stipulation and dismissing Sallie Mae as a Defendant in the above-captioned adversary proceeding.

By: /s/ Sara A. Austin

> Sara A. Austin, Esquire Austin Law Firm LLC 226 East Market St. York, PA 17403

Telephone: (717) 846-2246 Facsimile: (717) 846-2248 E-mail: saa2@austinlawllc.com

Attorneys for Plaintiffs,

Jared A. Rumer and Elizabeth A. Rumer

## By: /s/ William J. Becket

William J. Becket

Attorney licensed only in Pennsylvania and the Eastern District of Pennsylvania Federal Courts

PA Bar No. 76034 BECKET & LEE LLP 16 General Warren Boulevard P.O. Box 3001

Malvern, PA 19355

Telephone: (610) 644-7800 Facsimile: (610) 993-8493

E-mail: wbecket@becket-lee.com Authorized agent for Sallie Mae, Inc.